

2ESHB 3133 - S COMM AMD

By Committee on Consumer Protection & Housing

1 Strike everything after the enacting clause and insert the  
2 following:

3 "Sec. 1. RCW 59.20.060 and 2006 c 296 s 2 are each amended to read  
4 as follows:

5 (1) Any mobile home space tenancy regardless of the term, shall be  
6 based upon a written rental agreement, signed by the parties, which  
7 shall contain:

8 (a) The terms for the payment of rent, including time and place,  
9 and any additional charges to be paid by the tenant. Additional  
10 charges that occur less frequently than monthly shall be itemized in a  
11 billing to the tenant;

12 (b) Reasonable rules for guest parking which shall be clearly  
13 stated;

14 (c) The rules and regulations of the park;

15 (d) The name and address of the person who is the landlord, and if  
16 such person does not reside in the state there shall also be designated  
17 by name and address a person who resides in the county where the mobile  
18 home park is located who is authorized to act as agent for the purposes  
19 of service of notices and process. If no designation is made of a  
20 person to act as agent, then the person to whom rental payments are to  
21 be made shall be considered the agent;

22 (e) The name and address of any party who has a secured interest in  
23 the mobile home, manufactured home, or park model;

24 (f) A forwarding address of the tenant or the name and address of  
25 a person who would likely know the whereabouts of the tenant in the  
26 event of an emergency or an abandonment of the mobile home,  
27 manufactured home, or park model;

28 (g) A written disclosure that must be printed on the first page of  
29 the rental agreement, in bold type, and in a font at least three times  
30 larger than the text of the rental agreement, that reads: "The growing

1 trend in many urban areas of the state is for mobile home parks and  
2 manufactured housing communities to close. If this park or community  
3 closes, the park owner will provide you with a one-year written notice  
4 of closure. When the park closes, you will be responsible for  
5 relocating your home. A manufactured/mobile home lot in another park  
6 or community may not be available. If you are unable to move your home  
7 to another park, community, or other location, you are still  
8 responsible for removing it from the park or community, selling it for  
9 removal, and demolishing your home. If you owe money for the purchase  
10 of your home, you will still be responsible for that debt. The state  
11 provides income eligible tenants with some limited relocation  
12 assistance calculated on the size of your home, but there may be a wait  
13 list. If the park or community closes and you qualify for relocation  
14 assistance but that assistance is not yet available or the assistance  
15 does not cover your full moving expenses, you are still responsible for  
16 the cost of moving your home out of the park or community." Any person  
17 receiving this notice shall initial the disclosure statement confirming  
18 its receipt, and the landlord shall keep a copy of the initialed  
19 disclosure statement;

20 (h)(i) A covenant by the landlord that, except for acts or events  
21 beyond the control of the landlord, the mobile home park will not be  
22 converted to a land use that will prevent the space that is the subject  
23 of the lease from continuing to be used for its intended use for a  
24 period of three years after the beginning of the term of the rental  
25 agreement;

26 (ii) A rental agreement may, in the alternative, contain a  
27 statement that: "The park may be sold or otherwise transferred at any  
28 time with the result that subsequent owners may close the mobile home  
29 park, or that the landlord may close the park at any time after the  
30 required one-year closure notice." The covenant or statement required  
31 by this subsection must: (A) Appear in print that is in bold face and  
32 is larger than the other text of the rental agreement; (B) be set off  
33 by means of a box, blank space, or comparable visual device; and (C) be  
34 located directly above the tenant's signature on the rental  
35 agreement((÷));

36 ((+h)) (i) A copy of a closure notice, as required in RCW  
37 59.20.080, if such notice is in effect;

1        (j) The terms and conditions under which any deposit or portion  
2 thereof may be withheld by the landlord upon termination of the rental  
3 agreement if any moneys are paid to the landlord by the tenant as a  
4 deposit or as security for performance of the tenant's obligations in  
5 a rental agreement;

6        ~~((+i))~~ (k) A listing of the utilities, services, and facilities  
7 which will be available to the tenant during the tenancy and the nature  
8 of the fees, if any, to be charged;

9        ~~((+j))~~ (l) A description of the boundaries of a mobile home space  
10 sufficient to inform the tenant of the exact location of the tenant's  
11 space in relation to other tenants' spaces;

12        ~~((+k))~~ (m) A statement of the current zoning of the land on which  
13 the mobile home park is located; and

14        ~~((+l))~~ (n) A statement of the expiration date of any conditional  
15 use, temporary use, or other land use permit subject to a fixed  
16 expiration date that is necessary for the continued use of the land as  
17 a mobile home park.

18        (2) Any rental agreement executed between the landlord and tenant  
19 shall not contain any provision:

20        (a) Which allows the landlord to charge a fee for guest parking  
21 unless a violation of the rules for guest parking occurs: PROVIDED,  
22 That a fee may be charged for guest parking which covers an extended  
23 period of time as defined in the rental agreement;

24        (b) Which authorizes the towing or impounding of a vehicle except  
25 upon notice to the owner thereof or the tenant whose guest is the owner  
26 of the vehicle;

27        (c) Which allows the landlord to alter the due date for rent  
28 payment or increase the rent: (i) During the term of the rental  
29 agreement if the term is less than one year, or (ii) more frequently  
30 than annually if the term is for one year or more: PROVIDED, That a  
31 rental agreement may include an escalation clause for a pro rata share  
32 of any increase in the mobile home park's real property taxes or  
33 utility assessments or charges, over the base taxes or utility  
34 assessments or charges of the year in which the rental agreement took  
35 effect, if the clause also provides for a pro rata reduction in rent or  
36 other charges in the event of a reduction in real property taxes or  
37 utility assessments or charges, below the base year: PROVIDED FURTHER,

1 That a rental agreement for a term exceeding one year may provide for  
2 annual increases in rent in specified amounts or by a formula specified  
3 in such agreement;

4 (d) By which the tenant agrees to waive or forego rights or  
5 remedies under this chapter;

6 (e) Allowing the landlord to charge an "entrance fee" or an "exit  
7 fee." However, an entrance fee may be charged as part of a continuing  
8 care contract as defined in RCW 70.38.025;

9 (f) Which allows the landlord to charge a fee for guests:  
10 PROVIDED, That a landlord may establish rules charging for guests who  
11 remain on the premises for more than fifteen days in any sixty-day  
12 period;

13 (g) By which the tenant agrees to waive or forego homestead rights  
14 provided by chapter 6.13 RCW. This subsection shall not prohibit such  
15 waiver after a default in rent so long as such waiver is in writing  
16 signed by the husband and wife or by an unmarried claimant and in  
17 consideration of the landlord's agreement not to terminate the tenancy  
18 for a period of time specified in the waiver if the landlord would be  
19 otherwise entitled to terminate the tenancy under this chapter; or

20 (h) By which, at the time the rental agreement is entered into, the  
21 landlord and tenant agree to the selection of a particular arbitrator.

22 **Sec. 2.** RCW 59.20.080 and 2003 c 127 s 4 are each amended to read  
23 as follows:

24 (1) A landlord shall not terminate or fail to renew a tenancy of a  
25 tenant or the occupancy of an occupant, of whatever duration except for  
26 one or more of the following reasons:

27 (a) Substantial violation, or repeated or periodic violations of  
28 the rules of the mobile home park as established by the landlord at the  
29 inception of the tenancy or as assumed subsequently with the consent of  
30 the tenant or for violation of the tenant's duties as provided in RCW  
31 59.20.140. The tenant shall be given written notice to cease the rule  
32 violation immediately. The notice shall state that failure to cease  
33 the violation of the rule or any subsequent violation of that or any  
34 other rule shall result in termination of the tenancy, and that the  
35 tenant shall vacate the premises within fifteen days: PROVIDED, That  
36 for a periodic violation the notice shall also specify that repetition  
37 of the same violation shall result in termination: PROVIDED FURTHER,

1 That in the case of a violation of a "material change" in park rules  
2 with respect to pets, tenants with minor children living with them, or  
3 recreational facilities, the tenant shall be given written notice under  
4 this chapter of a six month period in which to comply or vacate;

5 (b) Nonpayment of rent or other charges specified in the rental  
6 agreement, upon five days written notice to pay rent and/or other  
7 charges or to vacate;

8 (c) Conviction of the tenant of a crime, commission of which  
9 threatens the health, safety, or welfare of the other mobile home park  
10 tenants. The tenant shall be given written notice of a fifteen day  
11 period in which to vacate;

12 (d) Failure of the tenant to comply with local ordinances and state  
13 laws and regulations relating to mobile homes, manufactured homes, or  
14 park models or mobile home, manufactured homes, or park model living  
15 within a reasonable time after the tenant's receipt of notice of such  
16 noncompliance from the appropriate governmental agency;

17 (e) Change of land use of the mobile home park or manufactured  
18 housing community including, but not limited to, conversion to a use  
19 other than for mobile homes, manufactured homes, or park models or  
20 conversion of the mobile home park or manufactured housing community to  
21 a mobile home park cooperative or mobile home park subdivision:  
22 PROVIDED, That the landlord shall give the tenants twelve months'  
23 notice, which may be referred to as a closure notice meeting the  
24 requirements of RCW 59.21.030, in advance of the effective date of such  
25 change(~~(, except that for the period of six months following April 28,~~  
26 ~~1989, the landlord shall give the tenants eighteen months' notice in~~  
27 ~~advance of the proposed effective date of such change));~~

28 (f) Engaging in "criminal activity." "Criminal activity" means a  
29 criminal act defined by statute or ordinance that threatens the health,  
30 safety, or welfare of the tenants. A park owner seeking to evict a  
31 tenant or occupant under this subsection need not produce evidence of  
32 a criminal conviction, even if the alleged misconduct constitutes a  
33 criminal offense. Notice from a law enforcement agency of criminal  
34 activity constitutes sufficient grounds, but not the only grounds, for  
35 an eviction under this subsection. Notification of the seizure of  
36 illegal drugs under RCW 59.20.155 is evidence of criminal activity and  
37 is grounds for an eviction under this subsection. The requirement that  
38 any tenant or occupant register as a sex offender under RCW 9A.44.130

1 is grounds for eviction under this subsection. If criminal activity is  
2 alleged to be a basis of termination, the park owner may proceed  
3 directly to an unlawful detainer action;

4 (g) The tenant's application for tenancy contained a material  
5 misstatement that induced the park owner to approve the tenant as a  
6 resident of the park, and the park owner discovers and acts upon the  
7 misstatement within one year of the time the resident began paying  
8 rent;

9 (h) If the landlord serves a tenant three fifteen-day notices  
10 within a twelve-month period to comply or vacate for failure to comply  
11 with the material terms of the rental agreement or park rules. The  
12 applicable twelvemonth period shall commence on the date of the first  
13 violation;

14 (i) Failure of the tenant to comply with obligations imposed upon  
15 tenants by applicable provisions of municipal, county, and state codes,  
16 statutes, ordinances, and regulations, including this chapter. The  
17 landlord shall give the tenant written notice to comply immediately.  
18 The notice must state that failure to comply will result in termination  
19 of the tenancy and that the tenant shall vacate the premises within  
20 fifteen days;

21 (j) The tenant engages in disorderly or substantially annoying  
22 conduct upon the park premises that results in the destruction of the  
23 rights of others to the peaceful enjoyment and use of the premises.  
24 The landlord shall give the tenant written notice to comply  
25 immediately. The notice must state that failure to comply will result  
26 in termination of the tenancy and that the tenant shall vacate the  
27 premises within fifteen days;

28 (k) The tenant creates a nuisance that materially affects the  
29 health, safety, and welfare of other park residents. The landlord  
30 shall give the tenant written notice to cease the conduct that  
31 constitutes a nuisance immediately. The notice must state that failure  
32 to cease the conduct will result in termination of the tenancy and that  
33 the tenant shall vacate the premises in five days;

34 (l) Any other substantial just cause that materially affects the  
35 health, safety, and welfare of other park residents. The landlord  
36 shall give the tenant written notice to comply immediately. The notice  
37 must state that failure to comply will result in termination of the

1 tenancy and that the tenant shall vacate the premises within fifteen  
2 days; or

3 (m) Failure to pay rent by the due date provided for in the rental  
4 agreement three or more times in a twelve-month period, commencing with  
5 the date of the first violation, after service of a five-day notice to  
6 comply or vacate.

7 (2) Within five days of a notice of eviction as required by  
8 subsection (1)(a) of this section, the landlord and tenant shall submit  
9 any dispute to mediation. The parties may agree in writing to  
10 mediation by an independent third party or through industry mediation  
11 procedures. If the parties cannot agree, then mediation shall be  
12 through industry mediation procedures. A duty is imposed upon both  
13 parties to participate in the mediation process in good faith for a  
14 period of ten days for an eviction under subsection (1)(a) of this  
15 section. It is a defense to an eviction under subsection (1)(a) of  
16 this section that a landlord did not participate in the mediation  
17 process in good faith.

18 (3) Chapters 59.12 and 59.18 RCW govern the eviction of  
19 recreational vehicles, as defined in RCW 59.20.030, from mobile home  
20 parks. This chapter governs the eviction of mobile homes, manufactured  
21 homes, park models, and recreational vehicles used as a primary  
22 residence from a mobile home park.

23 **Sec. 3.** RCW 59.21.030 and 2006 c 296 s 1 are each amended to read  
24 as follows:

25 (1) The closure notice required by RCW 59.20.080 before park  
26 closure or conversion of the park(~~(, whether twelve months or longer,)~~)  
27 shall be given to the director and all tenants in writing, and posted  
28 at all park entrances.

29 (2) The closure notice shall be in substantially the following  
30 form:

31 CLOSURE NOTICE  
32 NOTICE IS HEREBY GIVEN on the . . . . day of . . . . , . . . . , of  
33 a potential conversion of this mobile home park or manufactured housing  
34 community to a use other than for mobile homes, manufactured homes, or  
35 park models, or of a potential conversion of the mobile home park or  
36 manufactured housing community to a mobile home park cooperative or a

1 mobile home park subdivision. This change of use may become effective  
2 on the . . . . . day of . . . . ., . . . . ., which shall be the date  
3 one year after the date this closure notice is given.

4  
5 PARK OR COMMUNITY MANAGEMENT OR OWNERSHIP INFORMATION:

6 For information during the period preceding the effective change of use  
7 of this mobile home park or manufactured housing community on the . .  
8 . . . day of . . . . ., . . . . ., contact:

9 Name:

10 Address:

11 Telephone:

12  
13 PARK PURCHASE BY TENANT ORGANIZATIONS, if applicable:

14 The owner of this mobile home park or manufactured housing community is  
15 willing to entertain an offer of purchase by an organization or group  
16 consisting of park or community tenants. Tenants should contact the  
17 park owner or park management with such an offer. For assistance in  
18 forming an organization to purchase the park or community and for  
19 possible financial resources to assist with such a purchase, contact  
20 the Office of Manufactured Housing within the Department of Community,  
21 Trade, and Economic Development.

22  
23 RELOCATION ASSISTANCE RESOURCES:

24 For information about the availability of relocation assistance,  
25 contact the Office of Manufactured Housing within the Department of  
26 Community, Trade, and Economic Development.

27 (3) The closure notice required by RCW 59.20.080 must also meet  
28 the following requirements:

29 (a) A copy of the closure notice must be provided by the landlord  
30 with all ((month to month)) rental agreements signed after the original  
31 park closure notice date as required under RCW 59.20.060, and must be  
32 provided to buyers of mobile homes or manufactured homes within mobile  
33 home parks or manufactured home communities by the tenant selling the  
34 home as required by RCW 59.20.073;

35 (b) Notice to the director must include: (i) A good faith estimate  
36 of the timetable for removal of the mobile homes; (ii) the reason for  
37 closure; (iii) the length of time that the newest tenant in the park  
38 has resided in the park at the date the notice was provided; and  
39 ((+iii+)) (iv) a list of the names and mailing addresses of the current

1 registered park tenants. Notice required under this subsection must be  
2 sent to the director within ten business days of the date notice was  
3 given to all tenants as required by RCW 59.20.080; and

4 (c) Notice must be recorded in the office of the county auditor for  
5 the county where the mobile home park is located.

6 ~~((+2))~~ (4) The department must mail every tenant an application  
7 and information on relocation assistance within ten business days of  
8 receipt of the notice required in subsection (1) of this section.

9 (5) Beginning July 1, 2008, landlords and park owners who have  
10 issued a notice of closure will begin collecting information on how  
11 park closures affect tenants. By November 1, 2008, and November 1,  
12 2009, landlords and park owners shall provide the department the  
13 following information, if known:

14 (a) The date the notice was issued to park residents;

15 (b) The number of homes relocated to another park and the dates on  
16 which each of the homes was moved, reported in the following three-  
17 month increments, zero to three months, three to six months, six to  
18 nine months, or nine to twelve months;

19 (c) The number of homes demolished and the date on which each of  
20 the homes left the park to be demolished, reported in the following  
21 three-month increments, zero to three months, three to six months, six  
22 to nine months, or nine to twelve months;

23 (d) The number of homes abandoned in the park; and

24 (e) A report on any relocation assistance provided to tenants by  
25 the landlord, property buyer, or any other party other than the  
26 department.

27 (6) Regardless of whether or not a tenant is eligible for  
28 relocation assistance from the department, if a tenant receives a park  
29 closure notice within two years of his or her initial tenancy, the  
30 buyer shall compensate the tenant either: Half of the amount of the  
31 relocation assistance that an income eligible tenant would be eligible  
32 for paid by the park owner, without impacting an income eligible  
33 tenant's eligibility for the full amount of relocation assistance; or  
34 the assessed fair market value of the home prior to a change of use,  
35 whichever is less. However, the tenant is not entitled to any  
36 compensation if the mobile home park or community is sold to an  
37 organization comprised of mobile home park or manufactured housing  
38 community tenants to a nonprofit organization that will preserve the

1 mobile home park or manufactured housing community, or to a local  
2 government or housing authority for the purpose of preserving the  
3 mobile home park or manufactured housing community.

4 **Sec. 4.** RCW 59.22.050 and 2007 c 432 s 9 are each amended to read  
5 as follows:

6 (1) In order to provide general assistance to mobile home resident  
7 or tenant organizations, park owners, and landlords and tenants, the  
8 department shall establish an office of (~~mobile home affairs~~)  
9 manufactured housing.

10 This office will (~~provide an ombudsman service to mobile home park~~  
11 ~~owners and mobile home tenants with respect to problems and disputes~~  
12 ~~between park owners and park residents and to~~) provide technical  
13 assistance to resident organizations or persons in the process of  
14 forming a resident organization pursuant to chapter 59.22 RCW. The  
15 office will keep records of its activities in this area.

16 (2) The office shall administer the mobile home relocation  
17 assistance program established in chapter 59.21 RCW, including  
18 verifying the eligibility of tenants for relocation assistance. By  
19 December 31, 2008, and December 31, 2009, based on the information  
20 provided by landlords or park owners, the department shall report to  
21 the legislature the activities and outcomes of the mobile home  
22 relocation assistance program, including the following information:

23 (a) The number of park or communities that have closed or are  
24 closing or being converted to another use and the reasons for those  
25 closures or conversions;

26 (b) The results of park closures or conversions on the fate of  
27 manufactured homes or mobile homes, including the numbers of homes  
28 successfully moved to other communities, the number of homes that are  
29 demolished, and the number of homes that are abandoned;

30 (c) Information regarding when tenants moved out of the park after  
31 receiving a closure notice in the following increments: During the  
32 first three months, three to six months, six to nine months, or nine to  
33 twelve months; and

34 (d) The length of time that the newest tenants in closing parks  
35 have resided in the parks at the date the notice was provided.

1       **Sec. 5.** RCW 59.20.073 and 2003 c 127 s 3 are each amended to read  
2 as follows:

3       (1) Any rental agreement shall be assignable by the tenant to any  
4 person to whom he or she sells or transfers title to the mobile home,  
5 manufactured home, or park model.

6       (2) A tenant who sells a mobile home, manufactured home, or park  
7 model within a park must provide the buyer with a copy of any closure  
8 notice provided by a landlord, as required under RCW 59.20.080, and a  
9 copy of the written disclosure to be provided by the landlord, as  
10 described in RCW 59.20.060(1)(g), at least seven days in advance of the  
11 intended sale and transfer.

12       (3) A tenant who sells a mobile home, manufactured home, or park  
13 model within a park shall notify the landlord in writing of the date of  
14 the intended sale and transfer of the rental agreement at least fifteen  
15 days in advance of such intended transfer and shall notify the buyer in  
16 writing of the provisions of this section. The tenant shall verify in  
17 writing to the landlord payment of all taxes, rent, and reasonable  
18 expenses due on the mobile home, manufactured home, or park model and  
19 mobile home lot.

20       ~~((+3))~~ (4) The landlord shall notify the selling tenant, in  
21 writing, of a refusal to permit transfer of the rental agreement at  
22 least seven days in advance of such intended transfer.

23       ~~((+4))~~ (5) The landlord may require the mobile home, manufactured  
24 home, or park model to meet applicable fire and safety standards if a  
25 state or local agency responsible for the enforcement of fire and  
26 safety standards has issued a notice of violation of those standards to  
27 the tenant and those violations remain uncorrected. Upon correction of  
28 the violation to the satisfaction of the state or local agency  
29 responsible for the enforcement of that notice of violation, the  
30 landlord's refusal to permit the transfer is deemed withdrawn.

31       ~~((+5))~~ (6) The landlord shall approve or disapprove of the  
32 assignment of a rental agreement on the same basis that the landlord  
33 approves or disapproves of any new tenant, and any disapproval shall be  
34 in writing. Consent to an assignment shall not be unreasonably  
35 withheld.

36       ~~((+6))~~ (7) Failure to ~~((notify the landlord in writing,))~~ provide  
37 notice as required under subsection (2) or (3) of this section; or  
38 failure of the new tenant to make a good faith attempt to arrange an

1 interview with the landlord to discuss assignment of the rental  
2 agreement; or failure of the current or new tenant to obtain written  
3 approval of the landlord for assignment of the rental agreement, shall  
4 be grounds for disapproval of such transfer.

5 **Sec. 6.** RCW 59.21.070 and 1995 c 122 s 10 are each amended to read  
6 as follows:

7 If the rental agreement includes a covenant by the landlord as  
8 described in RCW 59.20.060(1)((~~g~~)(~~i~~)) (h), the covenant runs with the  
9 land and is binding upon the purchasers, successors, and assigns of the  
10 landlord."

**2ESHB 3133** - S COMM AMD  
By Committee on Consumer Protection & Housing

11 On page 1, line 2 of the title, after "communities;" strike the  
12 remainder of the title and insert "and amending RCW 59.20.060,  
13 59.20.080, 59.21.030, 59.22.050, 59.20.073, and 59.21.070."

- EFFECT:**
- (1) The intent section is deleted.
  - (2) The provision that notice of a park closure increase from one year to two years is deleted.
  - (3) If a tenant receives notice that the park is closing within 2 years of initial tenancy, the park owner is to either pay the tenant half of what the tenant would otherwise qualify for under relocation assistance (regardless of whether or not he or she does qualify for relocation assistance), and this payment may not be considered when applying for relocation assistance, or the assessed fair market value of the home prior to a change in park use, whichever is less.
  - (4) New tenants are provided with a written disclosure notifying them that park closures are on the rise, parks close and while they may be eligible for relocation assistance there is often a wait list, and if they still owe money on that home, they will continue to owe such money even if the home is demolished.
  - (5) CTED is to report annually to the legislature the following

information which shall be provided to them by landlords of closing parks:

- (a) The number of parks or communities that are closing and why;
- (b) Where homes are moved to (another park, demolished, or other);
- (c) Upon receiving notice of a park closure, at what point a tenant moves out based on a quarterly basis; and
- (d) Upon providing notice of a park closure, how long has the most newest tenant lived in that park or community.

--- END ---